### Exhibit: C

### Meal Counts and Sales by Schools

### 09/01/2019 - 12/30/2019

### Lunch

School	Days	Free	Reduced	Paid	Total	Student	Adult
						Ala Carte	Ala Carte
Stevens	176	13,719	3,622	23,436	40,767	\$17,190.05	\$1,168.25
West Hill	176	4,852	1,988	26,431	33,271	\$3,372.60	\$1,903.15
CREC	179	27,563	4,605	16,377	48,545	\$659.10	\$669.05
Moser	66	3,368	954	8,941	13,263	\$7,309.30	\$535.40
GMS	170	11,400	2,441	29,265	43,106	\$57,813.95	\$1,703.75
RHHS	178	15,024	3,594	30,925	49,543	\$48,780.10	\$13,200.75

### **Breakfast**

School	Days	Free	Reduced	Paid	Total	Student	Adult
						Ala Carte	Ala Carte
CREC	172	17,990	2,261	7,027	27,278	\$80.15	\$2.05
RHHS	163	9,061	1,878	12,877	23,816	\$22946.00	\$1,564.85

### Exhibit: D

### Current employee Roster, Hours Worked, by Location / Wage Scale

### Rocky Hill High School

Job Title	Shift	Hrs. / Day	Pay Rate	
Operations Manager	7:30 AM – 3:30 PM	8	\$26.29	
Lead	7:30 AM – 2:30 PM	7	\$19.13	
FSW	7:30 – 2:00 PM	6.5	\$11.25	
FSW	7:30 AM - 2:00 PM	6.5	\$15.24	
FSW	7:30 AM – 2:00 PM	6.5	\$12.82	
FSW	9:00 AM - 1:30 PM	4.5	\$11.00	
FSW	8:00 AM – 2:00 PM	6	\$13.29	
Driver	7:45 AM – 11:45 AM	4	\$16.00	

### **Griswold Middle School**

Job Title	Shift	Hrs. / Day	Pay Rate
Lead	8:15 AM - 2:30 PM	6.25	\$16.92
FSW	8:45 AM - 1:45 PM	5	\$13.10
FSW	8:45 AM - 1:45 PM	5	\$15.36
FSW	8:45 AM – 1:45 PM	5	\$11.70

### **Stevens Elementary School**

Job Title	Shift	Hrs. / Day	Pay Rate
Lead	8:15 AM – 2:45 PM	6.5	\$16.16
FSW	9:15 AM – 2:45 PM	5.5	\$11.15

### West Hill Elementary

Job Title	Shift	Hrs. / Day	Pay Rate
Lead	8:30 AM – 2:00 PM	5.5	\$16.92
FSW	8:30 AM - 2:00 PM	5.5	\$14.71
	CREC		

#### CILL

Job Title	Shift	Hrs. / Day	Pay Rate	
Lead	7:00 AM – 2:30 PM	7.5	\$17.00	
FSW	7:30 AM – 2:00 PM	6.5	\$11.26	
FSW	8:00 AM-2:00PM	6	\$13.50	
FSW	8:00 AM-2:00PM	6	\$12.23	

### Moser

Job Title	Shift	Hrs. / Day	Pay Rate
Lead	8:30 AM – 2:15 PM	5.75	\$16.00
FSW	8:30 AM – 1:45 PM	5.25	\$13.50
FSW	9:00 AM-1:00PM	4	\$11.15

# EXHIBIT E LAST YEARS FINANCIAL STATEMENT

# Town of Rocky Hill Connecticut



# Comprehensive Annual Financial Report

Fiscal Year Ended June 30, 2019

#### NONMAJOR GOVERNMENTAL FUNDS

#### **Special Revenue Funds**

Special revenue funds are used to account for the proceeds of specific revenue sources that are designated or legally restricted to expenditures for specific purposes. The nature and purpose of each special revenue fund is as follows:

Fund	Funding source	Function
School Cafeteria	Sale of food and grants	School lunch programs
CDBG Small Cities	Federal grant	Income eligible individuals for housing activities
Federal and State School Programs	Federal and state grants	State and federal education prepayment grant
Industrial Park Development	Fees	Development of phase I and II industrial park
Recreation Program	User fee	Recreational activities
Insurance Loss	Claim reimbursements	Insurance property losses
Library Operating	Grants and donations	Library activities
Dog	Fees	Receipts and non-salary disbursements
Asset Forfeiture	Police operations	Drug related activities
Narcotics Enforcement	Grants	Drug enforcement programs (DEP) A20
Human Services	Donations	Volunteer care teams and services for chronically ill and at-risk residents
Miscellaneous Grants	State and federal grants	To account for miscellaneous state and federal grants
Youth Services	Fees and donations	Various youth activities administered through the Youth Services Department
Local Transportation Capital Improvement Program	State grants	Pavement rehabilitation for Old Forge Road
Parks Grants	State grants	State DEP grants for the Parks Amphitheater, Ferry Landing and Skateboard Park projects
Economic Development Grants	State grants	Silas Deane Revitalization project
Town Clerk	Town clerk fees	Town clerk activities
Police Private Duty	Police Operations	Highway Construction Safety
Ruth Wilcox	Donations	Educational library materials
Silas Deane Streetscape Phase III	Federal Grants	Silas Deane Revitalization project

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#### **Debt Service Fund**

The debt service fund is used to account for bond premiums for the payment of future debt service interest payments.

#### **Permanent Funds**

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

- Abigail Williams To account for funds donated from Abigail Williams
- Adelaide Wright To account for funds donated from Adelaide Wright
- Center Cemetery To account for funds for the maintenance of the Center Cemetery
- Land Preservation Trust To account for funding capital improvements and nonrecurring expenses on land acquisition

#### TOWN OF ROCKY HILL, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET JUNE 30, 2019

						S	ecial Revenue						
ASSETS	_	School Cafeteria	CDBG Small Cities	Federal and State School Programs	Industrial Park Development	Recreation Program	Insurance Loss		ibrary perating	Dog	Asset Forfeiture	Narcotics Enforcement	Human Services
Cash and cash equivalents	\$	383,394 \$	141,850 \$	606,160	\$	\$ 493,823	\$	\$	\$		\$ 5	992 \$	
Accounts receivable													
Due from other governments		77,389		27,242	00.000		100 101		00.400	44.007	400 450		475 004
Due from other funds Inventory	_	11,996			28,666		400,161		29,406	41,897	108,152		175,234
Total Assets	\$_	472,779 \$	141,850 \$	633,402	\$28,666	\$ 493,823	\$ 400,161	= \$	29,406 \$	41,897	\$\$	§ <u> </u>	175,234
LIABILITIES AND FUND BALANCES													
Liabilities:													
Accounts payable and accrued payroll Due to other funds	\$	70,268 \$	\$ 803	22,704	\$	\$ 15,948 58,737	\$	\$	50 \$	53	\$ 635 5	\$ \$ 992	
Unearned revenue		21,579		610,698		101 174							
						191,174							
Total liabilities	_	91,847	803	633,402		265,859			50	53	635	992	-
	-	91,847	803						50	53	635	992	-
Total liabilities Fund balances: Nonspendable	_	91,847	803		<u>-</u>				50	53	635	992	-
Fund balances:	-		803						50	53	635	992	-
Fund balances: Nonspendable Restricted Committed	-				28,666		400,161		50 29,356	53 41,844	635	992	175,234
Fund balances: Nonspendable Restricted Committed Unassigned	-	11,996 368,936	141,047			265,859			29,356	41,844	107,517		
Fund balances: Nonspendable Restricted Committed	-	11,996			28,666	265,859	400,161					992	175,234

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EXHIBIT B-1

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#### TOWN OF ROCKY HILL, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET (CONTINUED) JUNE 30, 2019

					Special Reve	nue				
	 cellaneous Grants	Youth Services	Local Transportation Capital Improv. Program	Parks Grants	Economic Development Grants	Town Clerk	Police Private Duty	Ruth Wilcox	Silas Deane Streetscape Phase III	Total
ASSETS										
Cash and cash equivalents Accounts receivable Due from other governments Due from other funds Inventory	\$ \$ 409	\$	\$ 88,834	\$ 42,375	114,906	\$ \$ 29,752	S 131,097	155,036 \$	\$ 101,817	1,781,255 275,698 219,537 1,009,882 11,996
Total Assets	\$ 409 \$	107,780 \$	88,834 \$	42,375 \$	114,906	\$ 29,752 \$	131,097 \$	155,036 \$	101,817 S	3,298,368
LIABILITIES AND FUND BALANCES										
Liabilities: Accounts payable and accrued payroll	\$ \$	1,284 \$	0\$	5	;	\$\$	\$	\$	\$	110,942
Due to other funds Unearned revenue	 10,199		88,834	37,669	114,906		111,409	104,558	131,899	571,172 912,285
Total liabilities	 10,199	1,284	88,834	37,669	114,906	<u> </u>	111,409	104,558	131,899	1,594,399
Fund balances: Nonspendable Restricted	 10,199	1,204	88,834	4,706	114,906	<u> </u>	111,409	104,558	131,899	1,594,399
Fund balances: Nonspendable Restricted Committed		106,496	88,834		114,906	29,752	111,409	50,478		1,594,399 11,996 145,753 1,586,092
Fund balances: Nonspendable Restricted	 (9,790)								(30,082) (30,082)	1,594,399 11,996 145,753

(Continued on next page)

EXHIBIT B-1

#### TOWN OF ROCKY HILL, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET (CONTINUED) JUNE 30, 2019

	Debt Service			Permanent			
ASSETS	Debt Service	Abigail Williams	Adelaide Wright	Center Cemetery	Land Preservation Trust	Total	Total Nonmajor Governmental Funds
Cash and cash equivalents Accounts receivable Due from other governments Due from other funds Inventory	\$ 1,475,320	\$ 18,369	\$ \$ 5,306	\$	26,939 \$	26,939 - 53,347	5 1,808,194 275,698 219,537 2,538,549 11,996
Total Assets	\$1,475,320	\$ 18,369	\$5,306 \$	29,672 \$	26,939 \$	80,286	\$4,853,974
LIABILITIES AND FUND BALANCES							
Liabilities: Accounts payable and accrued payroll Due to other funds Unearned revenue Total liabilities	\$	\$	\$ \$	3,450 \$	3 3	3,450 3 3,453	5 114,392 571,175 912,285 1,597,852
Fund balances: Nonspendable Restricted Committed Unassigned Total fund balances	1,475,320	18,369	5,306	20,249 5,973 26,222	26,936	70,860 5,973 76,833	82,856 145,753 3,067,385 (39,872) 3,256,122
Total Liabilities and Fund Balances	\$1,475,320	\$ 18,369	\$ 5,306 \$		26,939 \$	80,286	

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#### TOWN OF ROCKY HILL, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED JUNE 30, 2019

						Special Re	evenue				
		School Cafeteria	CDBG Small Cities	Federal and State School Programs	Industrial Park Development	Recreation Program	Insurance Loss	Library Operating	Dog	Asset Forfeiture	Narcotics Enforcement
Revenues:											
Intergovernmental revenues Charges for services Investment income	\$	555,165 624,752	\$	\$ 1,758,081	\$	\$ 690,977	\$	\$ 6,873 17,461	\$ 8,701	\$ 67,804	\$
Miscellaneous						31,622	15,158				
Total revenues		1,179,917	-	1,758,081		722,599	15,158	24,334	8,701	67,804	-
Expenditures: Current: General government											
Public safety Public works									812	21,143	
Health and human services Parks, recreation and facilities Library services				4 750 004		681,369		23,019			
Education Debt service Miscellaneous		1,038,327		1,758,081			24,680				
Total expenditures	_	1,038,327	-	1,758,081		681,369	24,680	23,019	812	21,143	-
Excess (Deficiency) of Revenues											
over Expenditures		141,590	-	-	_	41,230	(9,522)	1,315	7,889	46,661	-
Other Financing Sources (Uses): Premium on bond anticipation notes	_										
Net Change in Fund Balances		141,590	~		-	41,230	(9,522)	1,315	7,889	46,661	
Fund Balances at Beginning of Year	_	239,342	141,047		28,666	186,734	409,683	28,041	33,955	60,856	
Fund Balances at End of Year	\$	380,932	\$ 141,047	\$ -	\$ 28,666	\$ 227,964	\$ 400,161	\$ 29,356	\$ 41,844	\$ 107,517	\$ -

(Continued on next page)

EXHIBIT B-2

#### TOWN OF ROCKY HILL, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED) FOR THE YEAR ENDED JUNE 30, 2019

					Spec	cial Revenue					
	Human Services	Miscellaneous Grants	Youth Services	Local Transportation Capital Improv. Program	Parks Grants	Economic Development Grants	Town Clerk	Police Private Duty	Ruth Wilcox	Silas Deane Streetscape Phase III	Total
Revenues: Intergovernmental revenues Charges for services Investment income	\$\$		43,412	\$\$		367,496 \$	\$ 12,843	718,804	\$ \$ 15	\$ 120,331 \$	2,953,893 2,116,950 15
Miscellaneous Total revenues	<u>21,315</u> 21,315	4,097 82,240	43,412		1,890	367,496	3,704 16,547	718,804	15	120,331	77,786 5,148,644
Expenditures: Current: General government Public safety Public works Health and human services Parks, recreation and facilities Library services Education Debt service	6.110	112,202	42,197		5,156		6,550	738,393		150,413	6,550 872,550 150,413 48,307 686,525 23,019 2,796,408
Miscellaneous Total expenditures	6,110	112,202	42,197		5,156	367,496	6,550	738,393		150,413	392,176 4,975,948
Excess (Deficiency) of Revenues over Expenditures	15,205	(29,962)	1,215		(3,266)		9,997	(19,589)	15	(30,082)	172,696
Other Financing Sources (Uses): Premium on bond anticipation notes						•					
Net Change in Fund Balances	15,205	(29,962)	1,215	-	(3,266)		9,997	(19,589)	15	(30,082)	172,696
Fund Balances at Beginning of Year	160,029	20,172	105,281		7,972		19,755	39,277	50,463		1,531,273
Fund Balances at End of Year	\$ 175,234 \$	(9,790) \$	106,496	\$\$	4,706 \$	- \$	29,752 \$	19,688	\$\$	<u>(30,082)</u> \$	1,703,969

(Continued on next page)

EXHIBIT B-2

## EXHIBIT F CURRENT MENUS

# Rocky Hill High School

# JANUARY 2020

### SIDES OFFERED DAILY WITH LUNCH CHOICES

Locally Grown Seasonal Fresh Fruit and Vegetables, plus Baby Carrots Apples, Oranges, and Low Fat or Fat Free Milk

### Lunch Prices: Full Pay \$3.05, Reduced \$0.40



1,	1/2	1/1	Free & Reduced Meal	
Burger Ba			Applications are available online by clicking on the	
Beef, Turkey, or Vegg	Chicken Tenders		Food & Nutrition Link on	
Burge	With Brown Rice	FAVORITES	the Rocky Hill Schools	
Assorted Chees	Steamed Corn		Website. A new	
Lettuce & Toma	Fresh Baby Carrots		application must be completed each year to	
Fresh Celery Stic			remain eligible	
1/1	1/9	1/8	1/7	1/6
3FT Party Su	Oven Baked Breaded	Penne Pasta with	General Tso or Orange	Meatball Sub on
Turkey, Tun	Mozzarella Sticks	Meatsauce or Marinara	Popcorn Chicken	WGR Roll
Or Italian Comb	Marinara Sauce	Sauce	Brown Rice	Fresh Baby Carrots
Served with in Hou	Seasoned Green	WGR Dinner Rolls	Steamed Broccoli	& Seasoned Green
made Chicken Sou	Beans	& Steamed Broccoli	& Veggie Egg Rolls	Beans
& Crinkle Cut Fri	WGR Garlic Bread			
*Veggie Option Availab				
1/1	1/16	1/15	1/14	1/13
Profession	Popcorn Chicken	Macaroni and Cheese	French Bread Pizza	Double
Developme	Pieces	Or	Caesar Side Salad	Chicken Corn Dogs
	Mashed Potato &	Buffalo Mac & Cheese	& Baby Carrots	Bushes Baked Beans
Early Dismiss	Gravy	WGR Dinner Rolls		& Baby Carrots
	Sweet Corn	Crisp Celery Sticks		
No Meals Serve	WGR Dinner Rolls	, ,		
1/2	1/23	1/22	1/21	1/20
Ende Director	Carlo Disariant	Cardy Dissolved	Funds Dissolveral	
Early Dismiss Final Exan	Early Dismissal Final Exams	Early Dismissal Final Exams	Early Dismissal Final Exams	Martin Luther King Jr. Day
NO MEALS SERVE	NO MEALS SERVED	NO MEALS SERVED	NO MEALS SERVED	NO SCHOOL
4 /2	1/20	1/20	1/20	1/27
1/3	1/30	1/29	1/28	1/27
Burrito Da	Chicken Nuggets	Cheesy Homemade Baked	Nacho Grande	Double Hot Dog
Beef, Chicken, Buffa	Or Falafel Bites	Penne Pasta	Beef, Chicken, Bean	On a WGR Bun
Chicken or Bea	Brown Rice	WGR Dinner Rolls	& Cheese Sauce	Bushes Baked Beans
Guacamole, Salsa, Soi	Sweet Potato Fries	& Steamed Broccoli	Assorted Nacho	& Tater Tots
	& Fresh Baby Carrots		toppings	
Crea				

# Rocky Hill High School Daily Breakfast

Menu is Subject to Change

### Meals for \$2.25 Full Price or \$0.30 Reduced Price

### Entrée Choices- (Pick One)

- Egg & Cheese Bagel Sandwich
- Turkey Sausage, Egg, Cheese on a English Muffin
- Bacon, Egg & Cheese Bagel Sandwich
- Pork Sausage, Egg & Cheese Bagel Sandwich
- French Toast Sticks

## Meals for \$1.50 full Price or \$0.30 Reduced Price

- Plain Bagel with Cream Cheese
- Yogurt Parfait with Granola (With or Without Fruit on top)

## Fruit Choices (Must Pick One or Two)

- 100% Fruit Juice- 4oz (limited to one per meal)
- Assorted Fresh Fruit
- Chilled Fruits
- Vegetables (May Pick One)
  - Second Fresh Vegetables

## Milk Choices (May Pick One)

- Low Fat 1% or Skim Unflavored
- Low Fat Chocolate
- Low Fat Strawberry



Free & Reduced Priced Meal Applications are available online by clicking the Food & Nutrition Link on the Rocky Hill Schools Website. A new application must be completed each year to remain eligible.

This institution is an equal opportunity provider.





## EVERYDAY CHOICES Fruits & Vegetables

Offered Daily with Lunch Choices

A variety of fruits & vegetables offered, including locally grown produce when in season. All grains served are Whole Grain Rich

Low Fat 1% or Fat Free Flavored Milk included with all meals

\*Lunch Prices: Full Pay \$3.05, Reduced \$0.40\*

# **Griswold Middle School** JANUARY 2020

Our menus are aligned with the USDA's "Healthier US School" Challenge.

	Free & Reduced Meal Applications are available online by clicking on the Food & Nutrition Link on the Rocky Hill Schools Website. A new application must be completed each year to remain eligible	- 11	1/2 Chicken Tenders With Brown Rice Steamed Corn Fresh Baby Carrots	1/3 Burger Bar! Beef, Turkey, or Veggie Burgers Assorted Cheeses Lettuce & Tomato Fresh Celery Sticks
1/6	1/7	1/8	1/9	1/10
Meatball Sub on WGR Roll Fresh Baby Carrots & Seasoned Green Beans	General Tso or Orange Popcorn Chicken Brown Rice Steamed Broccoli & Veggie Egg Rolls	Penne Pasta with Meatsauce or Marinara Sauce WGR Dinner Rolls & Steamed Broccoli	Oven Baked Breaded Mozzarella Sticks Marinara Sauce Seasoned Green Beans WGR Garlic Bread	3FT Party Sub Turkey, Tuna, Or Italian Combo Served with in House made Chicken Soup & Crinkle Cut Fries *Veggie Option Available
1/13	1/14	1/15	1/16	1/17
Double Chicken Corn Dogs Bushes Baked Beans & Baby Carrots	French Bread Pizza Caesar Side Salad & Baby Carrots	Macaroni and Cheese Or Buffalo Mac & Cheese WGR Dinner Rolls Crisp Celery Sticks	Popcorn Chicken Pieces Mashed Potato & Gravy Sweet Corn WGR Dinner Rolls	Professional Development Early Dismissal No Meals Served
1/20	1/21	1/22	1/23	1/24
Martin Luther King Jr. Day NO SCHOOL	Beacon Street Cheese Filled Breadsticks Marinara Sauce Seasoned Green Beans	Chicken Parmesan Over Pasta With Marinara Sauce WGR Dinner Rolls Caesar Salad Fresh Baby Carrots	Brunch For Lunch! WGR Belgian Waffle Turkey Sausage Peaches & Strawberries with Whipped Topping & Breakfast Potato	BBQ Pulled Pork Sandwich On a WGR Roll or BBQ Pulled Turkey On a WGR Bun Served with Coleslaw Or Potato Salad
1/27	1/28	1/29	1/30	1/31
Double Hot Dog On a WGR Bun Bushes Baked Beans & Tater Tots	Nacho Grande Beef, Chicken, Bean & Cheese Sauce Assorted Nacho toppings Salsa & Sour Cream	Cheesy Homemade Baked Penne Pasta WGR Dinner Rolls & Steamed Broccoli	Chicken Nuggets Or Falafel Bites Brown Rice Sweet Potato Fries & Fresh Baby Carrots	Burrito Day! Beef, Chicken, Buffalo Chicken or Bean Guacamole, Salsa, Sour Cream & Fresh Celery Sticks







## EXHIBIT G 2019-20 AND 2020-21 SCHOOL CALENDARS

(Text-only version available on Page 2 of this document)

**Rocky Hill Public Schools** 

2019-2020 School Calendar

**Rocky Hill, CT** 



School Begins: September 3, 2019

School Ends: June 12, 2020 (Pending Snow Days)

		JULY										
s	м	т	w	r	P	s						
	1	2	3	4	5	6						
7	8	9	10	11	12	13						
14	15	16	17	18	19	20						
21	22	23	24	25	26	27						
28	29	30	31									

AUGUST 3 4 5 6 0 10 11 12 14 15 17 13 16 21 22 23 18 19 20 24 25 26 31 27 -

3/Teacher

	SEPTEMBER										
s	м	т	w	т	F	S					
1	2	3	4	5	6	7					
8	9	10	11	12	13	14					
15	16	17	18	19	20	21					
22	23	24	25	26	27	28					
29	30										

20 Student/Teacher

	_					_
		OC	TOBE	R		
s	м	т	₩	т	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 Student/22 Teacher

		NOV	/EMB	ER		
s	м	т	w	т	F	s
		-			1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

18 Student/19 Teacher

		DEC	EMB	ER		
s	м	Т	W	т	F	s
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	51				
		E Claud				

15 Student/Teacher

August 2019

27 New Teacher Orientation, NO SCHOOL 28-30 Professional Development, NO SCHOOL

September 2019

2 Labor Day, NO SCHOOL **3 FIRST DAY OF SCHOOL-FULL DAY** 

27 Professional Development (Early Dismissal)

#### October 2019

11 Professional Development, NO SCHOOL 14 Columbus Day (observed), NO SCHOOL 25 Professional Development (Early Dismissal)

#### November 2019

5 Election Day Professional Development NO SCHOOL 27 (Early Dismissal) & 28-29 Thanksgiving Recess, NO SCHOOL

#### December 2019

Dec. 11-13 Early Dismissal K-5 only (Parent Teacher Conferences) 18-20 Snow Days/Make-up for Parent/Teacher Conferences (Early Dismissal) 23-31 Holiday Recess (also includes Jan. 1), NO SCHOOL

#### January 2020

1 New Years Day (Observed), NO SCHOOL 17 Professional Development (Early Dismissal) 20 Martin Luther King Day observed NO SCHOOL

#### February 2020

14 Professional Development, NO SCHOOL

17 Presidents' Day (Observed), NO SCHOOL 17-18 Winter Recess, NO SCHOOL

March 2020 20 Professional Development (Early Dismissal)

> April 2020 10 Good Friday, NO SCHOOL 13-17 Spring Recess, NO SCHOOL

> > May 2020

22 Professional Development (Early Dismissal) 25 Memorial Day (observed), NO SCHOOL

#### **June 2020**

12\*\*\* LAST DAY OF SCHOOL( Early dismissal) Pending Snow Days \*\*\*

SNOW Make-Up Days: June 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 For Snow Days beyond those listed in June, such days will be taken from the spring recess (April) commencing with the FIRST day of the vacation period (April 13)

#### **Board of Education Meeting Dates**

The following dates in 2019-20 are tentative and have not been approved by the Board: August 22, September 19, October 17, November 21, December 12, January 16, February 20, March 19, April 9, May 21, June 18

Student Days 180, Teacher Days 186, New Teacher Days 187

Board Approved: 6/14/18

		JA	NUA	RY		
s	м	т	w	т	F	s
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
	2	1 Stur	dont/T	'eache	~	

	FEBRUARY										
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						1					
2	3	4	5	6	7	8					
9	10	11	12	13	1 (Y	15					
16	17	18	19	20	21	22					
23	24	25	26	27	28	29					

17 Student/18 Teacher

s	S M			MARCH											
	3 (M)	т	₩	т	F	8									
1	1 2	3	4	5	6	7									
B	8 9	10	11	12	13	14									
5	15 16	17	18	19	20	21									
2	22 23	24	25	26	27	28									
9	29 30	31													
2	22 23 29 30	24		26	2	_									



APRIL								
s	м	т	w	т	P	s		
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
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### Rocky Hill Public Schools 2020-2021 School Calendar

Rocky Hill, CT



School Begins: August 31, 2020

School Ends: June 11, 2021 (Pending Snow Days)

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18 Student/19 Teacher

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17 Student/Teacher

#### August 2020

25 New Teacher Orientation, NO SCHOOL 26-28 Professional Development, NO SCHOOL 31 FIRST DAY OF SCHOOL-FULL DAY

#### September 2020

Friday, Sept. 4 - NO SCHOOL 7 Labor Day, NO SCHOOL 25 Professional Development **(Early Dismissal)** 

#### October 2020

9 Professional Development, NO SCHOOL 12 Columbus Day (observed), NO SCHOOL 30 Professional Development (Early Dismissal)

#### November 2020

3 Election Day Professional Development NO SCHOOL 25 (Early Dismissal) & 26-27 Thanksgiving Recess, NO SCHOOL

#### December 2020

Dec. 9-11 Early Dismissal K-5 only (Parent Teacher Conferences) 16-18 Snow Days/Make-up for Parent/Teacher Conferences (Early Dismissal) 24-31 Holiday Recess (also includes Jan. 1), NO SCHOOL

#### January 2021

1 New Years Day (Observed), NO SCHOOL 15 Professional Development (Early Dismissal) 18 Martin Luther King Day observed NO SCHOOL

#### February 2021

12 Professional Development, NO SCHOOL

15 Presidents' Day (Observed), NO SCHOOL 15-16 Winter Recess, NO SCHOOL

#### March 2021

19 Professional Development (Early Dismissal)

April 2021 2 Good Friday, NO SCHOOL 12-16 Spring Recess, NO SCHOOL

#### May 2021

28 Professional Development (Early Dismissal) 31 Memorial Day (observed), NO SCHOOL

#### June 2021

11\*\*\* LAST DAY OF SCHOOL( Early dismissal) Pending Snow Days \*\*\*

SNOW Make-Up Days: June 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30 For Snow Days beyond those listed in June, such days will be taken from the spring recess (April) commencing with the **FIRST** day of the vacation period (April 12)

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19 Student/Teacher

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17 Student/18 Teacher

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23 Student/Teacher

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16 Student/Teacher

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20 Student/Teacher

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9 Student/Teacher

**Board of Education Meeting Dates** 

The following dates in 2020-21 are tentative and have not been approved by the Board: August 27, September 17, October 15, November 19, December 10, January 21, February 18, March 11, April 22, May 20, June 17

Student Days 180, Teacher Days 186, New Teacher Days 187

### Exhibit: H

# Cleaning , , Ala Carte, Vehicles, Cash Handling

Cleaning	Food Service Staff is responsible for cleaning all food preparation
	equipment, prep tables, cook ware, and utensils.
	Custodians are responsible for cleaning and sanitizing cafeteria tables,
	all floor care, hoods and vents.

Ala Carte	All schools with the exception of CREC sell Ala Carte snacks. A current
	price list is attached.

Vehicles	The Rocky Hill BOE provides a van for the Food Service Department to
	use to move supplies from school to school. Use of the van is between
	7:30 AM and 12:00 PM daily. The district then uses the van for district
	(non-foodservice) purposes. The district is responsible for gas,
	maintenance, and licenses for the van.

Cash Handling	The Lead at each school is responsible for collecting all cash, entering it into the POS, reconciling sales and the end of the day, and preparing a daily deposit in a tamper proof bag. Daily the driver picks up each school's deposit and takes them to the bank. The driver picks up validated deposit tickets and returns them to the High School Food service Office. The deposit tickets are matched against daily sales
	reports and sent to the District Central Office.



# **Rocky Hill High School**

# SY 2019-2020 Snack Prices

Snacks offered for sale in the Rocky Hill Public School District meet the CONNECTICUT NUTRITION STANDARDS that the CSDE developed with input from the state nutrition standards committee. The CNS focuses on limiting calories, fat, saturated fat, sodium, and added sugars, eliminating transfat, and promoting more nutrient-rich foods such as fresh fruits, vegetables, whole grains, low-fat dairy, legumes, and lean meats. These standards are based on current nutrition science and national health recommendations from the Dietary Guidelines for Americans and national health and nutrition organizations

Item	Size	Price
Water	8 oz	\$0.75
Water	16 oz	\$1.25
Snapple	11.5 oz	\$1.25
Apple & Eve Juice	8 oz	\$1.25
Naked Juice	10 oz	\$2.25
Milk	8 oz	\$0.55
Switch	8.3 oz	\$1.50
Hint	16 oz	\$1.75
Nature Valley Bar	1.49 oz	\$0.75
<b>Rice Krispies Treats</b>	1.41 oz	\$0.75
Pop-Tart	1.76 oz	\$1.00
Lay's Chips	1 oz	\$1.00
Cheeto's	0.7 oz / 1 oz	\$0.75
Cookies	1 Each	\$0.50
Scooby-Doo!	1 oz	\$0.50
Popcorn	0.5 oz	\$0.75
Ice Cream	1 Each	\$1.00
Simply Chex Snack Mix	0.92 oz	\$0.75
Fruit	1 Each	\$0.50
Vegetable	1 Each	\$0.50

Exhibit: I

Sample SFA Monitoring FSMC Form

See Attached

### Exhibit I: Sample School Food Authority (SFA)/Food Service Management Company (FSMC) Monitoring Form

District Name:	Site Name:	Site Name:							
FSMC Name:	Current Contract Year (check one): 1	□ 2		□ 4					
Current Management Fee:	Current Administrative Fee:								

Instructions: This form addresses all school nutrition programs operated under the SFA/FSMC contract and must be completed twice per year for each site. Indicate whether the site complies with each area by checking the "Yes" or "No" column. If the area is not applicable, check the "NA" column. Use the "Notes" column to provide information and explanations, and indicate any corrective action required. For areas requiring corrective action, indicate the date the area was corrected in the "Date Corrected" column. Maintain completed forms on site. These forms will be checked by the Connecticut State Department of Education (CSDE) during the SFA's Procurement Review.

	Menus and Service	Yes	No	NA	Notes	Date Corrected
1.	Has the FSMC followed the 21-day cycle menu, as described in the contract for the first 21 days of the contract? <i>Monitored during the first year of the contract only.</i>					
2.	Did the SFA approve any changes to menus following the first 21 days of the contract?					
3.	For each type of meal service outlined in the contract, do all meals comply with the required meal pattern food components? <i>Check all that apply.</i>					
	□ SBP					
	□ NSLP					
	□ Afterschool Snack Program					
	□ FFVP					
	CACFP At-risk Afterschool Supper Program		14 14 14 14 14 14 14 14 14 14 14 14 14 1			
4.	For each type of meal service outlined in the contract, do all meals comply with the required meal pattern portion sizes? <i>Check all that apply.</i>					
	□ NSLP					****
	□ Afterschool Snack Program					
	□ FFVP					
	CACFP At-risk Afterschool Supper Program					

	Menus and Service, continued	Yes	No	NA	Notes	Date Corrected
Q	uestion 5 applies only to NLSP and SBP meals					
5.	Do all meals served in the NSLP and SBP comply with the required dietary specification (nutrition standards)?					
	□ NSLP					
	SBP					
6.	Have all menus been developed using the agreed upon menu planning systems?					
7.	Has the SFA retained control of the quality, extent, and general nature of its food service?					
8.	Has the SFA declined to make payment to the FSMC for meals that are spoiled or unwholesome at the time of delivery; or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?					
9.	Are production records completed for all meals/snacks claimed for reimbursement? <i>Check all programs that apply</i> .					
	□ NSLP					
	Afterschool Snack Program					
	□ FFVP					
	CACFP At-risk Afterschool Supper Program					

	Menus and Service, continued	Yes	No	NA	Notes	Date Corrected
10.	Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?					
11.	Do foods purchased meet the quality specification standards indicated in the contract?					
12.	Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?					
13.	<ul> <li>Is the FSMC following all federal and state requirements for competitive foods? Competitive foods are all foods and beverages sold to students on school premises other than meals served through the USDA school nutrition programs.</li> <li>Healthy Food Certification (HFC) requirements under Connecticut General Statutes (C.G.S.) Section 10-215f (Applies only to HFC public schools)</li> </ul>					
	<ul> <li>Connecticut Nutrition Standards under C.G.S. Section 10-215e: (Applies only to HFC public schools)</li> </ul>					
	C.G.S. Section 10-221p: Boards to make available for purchase nutritious and low-fat foods (Applies only to public schools)					
	□ C.G.S. Section 10-221q: Sale of beverages (Applies only to public schools)					
	□ Connecticut Competitive Foods Regulations (Sections 10-215b-1 and 10-215b-23 (Applies to public schools, private schools, and residential child care institutions (RCCIs))					
	□ USDA Smart Snacks nutrition standards under the USDA final rule (Federal Register, Vol. 81, No. 146, July 29, 2016) (Applies only to non-HFC public schools, private schools, and RCCIs)					

	USDA Donated Foods	Yes	No	NA	Notes	Date Corrected
1.	Does the SFA receive credit for the value of USDA Donated Foods received during the school year? If "Yes," note if credited when product was received or when product was used. If "No," note why.					
2.	Does the FSMC provide credits per the terms of the contract?					
3.	Credit for the value of donated foods was received through <i>(check all that apply)</i> :					
	□ Refunds					
	□ Discounts					
	Other (describe):					
4.	Does the FSMC provide clear documentation of the value received and of the credit recognized? (This includes crediting for the value of donated foods contained in processed end products.)					
5.	Does the USDA Foods' billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?					
6.	Does the SFA retain title to all USDA foods and ensure that all USDA Donated Foods are made available to the FSMC, including processed foods?					
7.	Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?					
8.	Does the FSMC use all donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service?					

	USDA Donated Foods, continued	Yes	No	NA	Notes	Date Corrected
9.	For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management does not result in the SFA being charged for donated foods?					
10.	. Is the FSMC responsible for receiving donated foods on behalf of the SFA?					
	a. If "Yes," does the SFA verify delivery of donated food shipments and end products, not relying solely on the FSMC records?	***				
	Financial Accountability Procedures	Yes	No	NA	Notes	Date Corrected
1.	Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?					
2.	Do the food service daily income records accurately reflect the revenue received by each meal type (e.g., free, reduced and paid student meals, and adult meals) and other revenue such as a la carte sales, catering, rebates, and other nonprogram sales.					
3.	Has the SFA verified the food and non-food invoices to ensure that bills sent reflect actual expenses?					
4.	Has the SFA verified time reporting documents to ensure only actual hours worked are billed to the SFA?					
5.	Are allowable costs paid from the non-profit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?					
6.	Is the FSMC transparent in their identification of all rebates, discounts, and applicable credits?					
7.	Is the FSMC transparent in their identification of unallowable costs?					
8.	Are all bills monitored to ensure that the FSMC has not double-billed or included costs that are unallowable by the terms of the contract?					

	Sanitation and Safety Procedures	Yes	No	NA	Notes	Date Corrected
1.	Are facilities and equipment adequately maintained for safety and sanitation?					
2.	Do employees practice safe food-handling procedures?					
3.	Are state health licenses maintained as required by the contract?					
4.	Does the SFA assure that all state and local regulations are being met by the FSMC?					
	Other Contractual Requirements	Yes	No	NA	Notes	Date Corrected
1.	Has the SFA established an advisory board consisting of parents, teachers and students (all three groups must be represented)? If "No," why?					
2.	How many advisory board meetings have taken place at each school?					
3.	Has the FSMC implemented any suggestions for menu planning from the advisory board?					
4.	Did SFA/FSMC submit and implement all corrective action noted during an SFA review, Administrative Review, or program audit this year?					
5.	Does the SFA have procedures in place to monitor FSMC contract compliance?					
	a. If "Yes," is documentation maintained?					
6.	Has the FSMC staffing plan been approved by the SFA?					
7.	<ul><li>Has the SFA retained all food service responsibilities required by USDA regulations?</li><li>Signature authority on state agency/SFA Agreement</li></ul>					
	Free and reduced-price policy statement		+	-		
	• Claims					
	Prices of meals					

	Other Contractual Requirements, continued	Yes	No	NA	Notes	Date Corrected
8.	Is SFA in compliance with periodic monitoring of FSMC's food service operations at each site to ensure the program conforms with program regulations?					
	a. Is the documentation maintained?					
9.	Have all responsibilities of the SFA and FSMC been implemented as defined by the terms of the contract? If "No," explain.					
10.	Did the FSMC meet the contract guarantee?					
11.	Does the non-profit school food service account reflect the surplus, subsidy, or breakeven?					
	Procurement Requirements	Yes	No	NA	Notes	Date Corrected
1.	Does the FSMC follow proper procurement procedures on behalf of the SFA? If "No," explain.					
2.	Does the FSMC meet the Buy American Provision of the contract and USDA regulations? Spot check canned, fresh, frozen food/produce country of origin. <i>If "No," explain.</i>					
3.	Does the FSMC/SFA have a procedure in place to address exceptions to the Buy American Provision?					

Additional comments/notes:

Additional comments/notes, continued:

Signature of FSMC Representative	Title	Date
Signature of SFA Representative	Title	



For more information, visit the Connecticut State Department of Education's (CSDE) FSMC webpage or contact the school nutrition programs staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103-1841.

This form is available at https://portal.ct.gov/-/media/SDE/Nutrition/FSMC/SFAFSMCmonitor.pdf.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, 860-807-2071, levy.gillespie@ct.gov.

## EXHIBIT J EQUIPMENT SPECIFICATIONS

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## EXHIBIT K EQUIPMENT AMORTIZATION SCHEDULE

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### EXHIBIT L ACCOUNTS PAYABLE CUT-OFF SCHEDULE

## INVOICE MUST BE SUBMITTED BY THE 8<sup>TH</sup> OF MONTH TO ENSURE PAYMENT IS ISSUED BY MONTH END

### EXHIBIT M DOCUMENTS

- Student Data Privacy Agreement
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Certification Regarding Debarment
- Energy Policy and Conservation Act
- Non Collusive Statement
- Certificate of Independent Price Determination
- Clean Air and Water Certificate

## Appendix I: Public Act No. 16-189 An Act Concerning Student Data Privacy

School Food Authority (SFA):	Rocky Hill Public Schools	
Food Service Management Company (FSMC):		

Effective October 1, 2016, SFAs contracting with a FSMC must complete the following contract provisions if the FSMC meets the definition of a "contractor" as defined below. Hereafter contractor, operator and consultant will be referred to as the FSMC. Hereafter, local or regional board of education will be referred to as the SFA.

#### Section 1 – Definitions:

- "Contractor" means an operator or consultant that is in possession of or has access to student information, student records or student-generated content as a result of a contract with a local or regional board of education;
- (2) "Operator" means any person who (A) operates an Internet web site, online service or mobile application with actual knowledge that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet web site, online service or mobile application, and (B) collects, maintains or uses student information;
- (3) "Consultant" means a professional who provides noninstructional services, including, but not limited to, administrative, planning, analysis, statistical or research services, to a local or regional board of education pursuant to a contract with such local or regional board of education;
- "Student information" means personally identifiable information or material of a student in (4) any media or format that is not publicly available and is any of the following: (A) Created or provided by a student or the parent or legal guardian of a student, to the operator in the course of the student, parent or legal guardian using the operator's Internet web site, online service or mobile application for school purposes, (B) created or provided by an employee or agent of a local or regional board of education to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet web site, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;
- (5) "Student record" means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of a local or regional board of education, except "student record" does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services;
- (6) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment;

- (7) "Directory information" has the same meaning as provided in 34 CFR 99.3, as amended from time to time;
- (8) "School purposes" means purposes that customarily take place at the direction of a teacher or a local or regional board of education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students;
- (9) "Student" means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education;
- (10) "Targeted advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site that such student is accessing at the time or in response to a student's response or request for information or feedback;
- (11) "De-identified student information" means any student information that has been altered to prevent the identification of an individual student; and
- (12) "Persistent unique identifier" means a unique piece of information that can be used to recognize a user over time and across different Internet web sites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet web site, online service or mobile application.

**Section 2:** Effective October 1, 2016, and applicable to contracts entered into, amended or renewed on or after this date;

- (a) (1) Student records and student-generated content are not the property of or under the control of a contractor.
  - (2) **SFA must enter below** a description of the means by which the local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of the contractor.

The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by submitting such request in writing.

- (3) The FSMC affirms herein that it shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract.
- (4) SFA must enter below a description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;

A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by submitting such request in writing.

- (5) The FSMC shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.
- (6) The FSMC must enter below a description of the procedures that the FSMC will follow to notify the local or regional board of education when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.

The Contractor will notify the Board at databreaches@rockyhillps.com, in accordance with Conn. Gen. Stat. §10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data within 72 hours of such disclosure.

- (7) Student information, student records or student-generated content shall not be retained or available to the FSMC upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the FSMC for the purpose of storing student-generated content.
- (8) The FSMC and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
- (9) The laws of the state of Connecticut shall govern the rights and duties of the FSMC and the SFA.
- (10) If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- (b) All student-generated content shall be the property of the student or the parent or legal guardian of the student.
- (c) The FSMC shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and (3) otherwise meet or exceed industry standards.
- (d) The FSMC shall not use (1) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (2) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

(e) Any provision of a contract entered into between the FSMC and SFA that conflicts with any provision of this section shall be void.

#### Section 3 [Applicable if the FSMC meets the definition of "operator" in Section 1 above.] (a) The FSMC shall

(1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and

(2) delete any student information, student records or student- generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content.

- (b) The FSMC shall not knowingly:
  - (1) Engage in (A) targeted advertising on the operator's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of the FSMC's Internet web site, online service or mobile application for school purposes;
  - (2) Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;
  - (3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of a FSMC by a successor FSMC and the FSMC and successor FSMC continue to be subject to the provisions of this section regarding student information; or
  - (4) Disclose student information, student records or student- generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site. online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of this section: (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the FSMC to provide services for the FSMC's Internet web site, online service or mobile application, provided the FSMC contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the FSMC, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.
- (c) The FSMC may use student information (1) to maintain, support, improve, evaluate or diagnose the operator's Internet web site, online service or mobile application, (2) for adaptive learning purposes or customized student learning, (3) to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or (4) to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.
- (d) The FSMC may use de-identified student information or aggregated student information (1) to develop or improve the FSMC's Internet web site, online service or mobile

application, or other Internet web sites, online services or mobile applications owned by the operator, or (2) to demonstrate or market the effectiveness of the FSMC's Internet web site, online service or mobile application.

(e) The FSMC may share aggregated student information or de- identified student information for the improvement and development of Internet web sites, online services or mobile applications designed for school purposes.

# Section 4: [Applicable if the FSMC meets the definitions of "contractor" and "operator" as defined in Section 1 above.]

- (a) Unauthorized release, disclosure or acquisition of student information.
  - (1) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the FSMC shall notify, without unreasonable delay, but not more than thirty days after such discovery, the local or regional board of education of such breach of security. During such thirty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the FSMC's data system.
  - (2) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the FSMC shall notify, without unreasonable delay, but not more than sixty days after such discovery, the local or regional board of education of such breach of security. During such sixty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.
  - (3) Upon receipt of notice of a breach of security under subdivisions (1) or (2) of this subsection, a local or regional board of education shall electronically notify, not later than forty-eight hours after receipt of such notice, the student and the parents or guardians of the student whose student information, student records or student-generated content is involved in such breach of security. The local or regional board of education shall post such notice on the board's Internet web site.
- Upon the discovery of a breach of security that results in the unauthorized release, (b) disclosure or acquisition of student information, student records or student-generated content, the FSMC that is in possession of or maintains student information, student records or student-generated content as a result of a student's use of such FSMC's Internet web site, online service or mobile application, shall (1) notify, without unreasonable delay, but not more than thirty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (2) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or quardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the FSMC's data system.

Signature of Food Service Management Company's Authorized Representative

Printed Name of Food Service Management Company's Authorized Representative

Signature of School Food Authority's Authorized Representative

Printed Name of School Food Authority's Authorized Representative

CSDE DEPARTMENT OF EDUCATION

For more information, visit the Connecticut State Department of Education's (CSDE) <u>School Nutrition</u> <u>Programs</u> webpage or contact the <u>school nutrition programs</u> staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the <u>USDA Program</u> <u>Discrimination Complaint Form</u>, (AD-3027) found online at: <u>http://www.ascr.usda.gov/complaint\_filing\_cust.html</u>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information

requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442;
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider..

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Title

Title

Date

Date

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contract Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

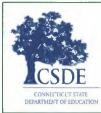
(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organization Name
Address
Name of Submitting Official
Title of Submitting Official
Signature
Date

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For more information, visit the Connecticut State Department of Education's (CSDE) <u>School</u> <u>Nutrition Programs</u> webpage or contact the <u>school nutrition programs</u> staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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http://www.ascr.usda.gov/complaint\_filing\_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, 860-807-2071, Levy.gillespie@ct.gov.

Complete this form to disclose	of Lobbying Activities lobbying activities pursuant to 31 U.S.C. 1352 n disclosure) Approved by OMB 0348-0046	
b. grant b. init.	eral Action:       3. Report Type:         /offer/application       a. initial filing         ial award       b. material change         t-award       For material change only:         year quarter       Date of last report:	
4. Name and Address of Reporting Entity: PrimeSubawardee Tier, if known:		
Name:		
Street 1: City:	Street 2: State:	Zip Code:
Congressional District, if known:		
5. If Reporting Entity in No. 4 is Subawardee, Enter Na Name:	ame and Address of Prime:	
Street 1:	Street 2:	
City:	State:	Zip Code:
Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description:	-
	CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if indiv	idual, last name, first name, MI):	
Prefix: Last Name:	First Name:	Middle Initial:
Company Name:		
Street 1:	Street 2:	
City:	State:	Zip Code:
10. b. Individuals Performing Services (including address	if different from No. 10a) (last name, first name, M	(1):
Prefix: Last Name:	First Name:	Middle Initial:
Company Name:		
Street 1:	Street 2:	
City:	State:	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which	Signature:	
reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required	Drint Nome	
pursuant to 31 U.S.C. 1352. This information will be reported	Print Name:	
to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required	Title:	
disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: Date:	
Federal Use Only	Authorized for Local Reproduction	
	Standard Form - LLL (Rev. 7-97)	

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Revision: November 2018

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



For more information, visit the Connecticut State Department of Education's (CSDE) <u>School Nutrition Programs</u> webpage or contact the <u>school nutrition programs</u> staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any <u>one</u> of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or subgrantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <u>https://eupdate.dnb.com/requestoptions.asp</u>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, <u>Federal Register</u> (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

#### **Instructions for Certification**

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," 'lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

 $\label{eq:appendix} Appendix \ E-Debarment/Suspension$ 



For more information, visit the Connecticut State Department of Education's (CSDE) <u>School</u> <u>Nutrition Programs</u> webpage or contact the <u>school nutrition programs</u> staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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## ENERGY POLICY AND CONSERVATION ACT CONTRACT ADDENDUM

Both parties agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract year.

		Rocky Hill Public Schools
Food Service Management Company		School Food Authority
	Signature	Signature
	Title	Title
	Date	Date
CONNECTICUE STATE DEMANDER OF DEDUCTION	Programs webpage or contact the scho	ticut State Department of Education's (CSDE) <u>School Nutrition</u> <u>sol nutrition programs</u> staff in the CSDE Bureau of Adult Education, 450 Columbus Boulevard, Suite 504, Hartford,

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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- mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
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## NON - COLLUSIVE STATEMENT FOOD SERVICE PROGRAM

## By submission of this proposal, the \_

\_certifies that:

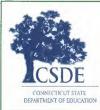
- This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- The person signing this proposal certifies that he or she has fully informed himself or herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.
- Resolve that \_\_\_\_\_be authorized to sign and submit this proposal on behalf of the FSMC named above for the food service program at\_\_\_\_\_.

Signature of FSMC's Person Authorized to Submit this Proposal

Title

Date

### Typed Name of FSMC's Person Authorized to Submit this Proposal



For more information, visit the Connecticut State Department of Education's (CSDE) <u>School Nutrition</u> <u>Programs</u> webpage or contact the <u>school nutrition programs</u> staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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## **Certificate of Independent Price Determination**

Both the school food authority and the Food Service Management Company (FSMC) (offeror) shall execute this Certificate of Independent Price Determination.

**Rocky Hill Public Schools** 

Name of FSMC

Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

#### (B) Each person signing this offer on behalf of the FSMC

Certifies that:

- (1) He or she is the person in the offeror's organization responsible within the Organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company'sTitleDateAuthorized Representative

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's Authorized Representative

Title

Date

#### Authorized Representative

Note: Accepting a bidder's offer does not constitute award of the contract.

## **CLEAN AIR AND WATER CERTIFICATE**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (FSMC) (offeror) shall execute this Certificate.

# NAME OF FOOD SERVICE MANAGEMENT COMPANY: NAME OF SCHOOL FOOD AUTHORITY:

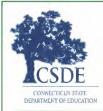
#### THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

#### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

Signature of Food Service Management Company's Authorized Representative	Title	Date	Date	
Signature of School Food Authority's Authorized Representative	Title	Date		



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Sample FSMC Invoice

See Attached

# Month 2020 INVOICE: Rocky Hill

	Terms	Account Number	Invoice Date	Invoice Number
xx days	Due: 06/22/2019	xxxx	06/07/2020	1001472167
		Description		Total
Discounts - n • Credits	\$x,xxx.xx - Vendor Discount \$0.00 - Administrative Food		ount (DD)	\$xx,xxx.xx
Labor Cost				\$xx,xxx.xx
Controllables/o Discounts - •	ther \$x,xxx.xx \$x,xxx.xx- Vendor Supply D	iscounts <mark>(DD)</mark>		\$x,xxx.xx
	les/other – \$x,xxx.xx gement Fee \$x,xxx.xx n Fee \$x,xxx.xx			\$x,xxx.xx
Fotal DUE				<u>\$xx,xxx,xx</u>
	eceived this Month: A Foods \$0.00 \$ 0.00 ssed: \$0.00			
FSMC must cert	ify it has submitted only allow	vable costs to be paid from the non-p	rofit school food service ac	count
Name and signa	ture of FSMC staff responsibl	e for certifying compliance		

- List of each discount, rebate and or credit and labeled as net off invoice, fee for service or • direct discount
- Management and Administrative fee as applicable if any fee is based on a per meal • cost, the calculation must be included on the invoice
- FSMC must certify on document only allowable costs submitted for payment from the • non-profit school food service account.
- If an Operating Statement or P&L does not accompany the invoice, individual expenditures must be noted on the invoice.
- If there are discounts, rebates and or credits for "other" they must also be included on the invoice ٠

## EXHIBIT O SAMPLE RENEWAL DOCUMENT

## 20XX-XX SFA - FSMC Contract Renewal Amendment

This renewal amendment is between \_\_\_\_\_\_ (SFA) and the \_\_\_\_\_\_ (FSMC) and constitutes Amendment No. \_\_\_.

#### WITNESSETH:

WHEREAS, the parties ente	red into a certain Food Ser	rvice Management Agreement, dated	
as amended by Addendum	No. 1 dated	and Addendum No. 2 dated	and Addendum
No. 3 dated (o	collectively, the "Agreeme	nt") whereby, the FSMC manages and oper	ates the SFA's
USDA Child Nutrition food	service program in	, CT; and	

WHEREAS, the parties now desire to amend the aforesaid agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

- 1. Both parties mutually agree to extend the Agreement beginning July 1, 20XX and ending June 30, 20XX, unless terminated by either party as hereinafter provided. (Section 16.1)
- 2. This agreement may be further amended for up to \_\_\_\_ (\_) one-year renewal(s) with mutual agreement. (Section 16.1 B)
- 3. Any and all references to the "20XX-XX" school year shall be amended to read "20XX-XX"
- 4. Section 12.11 (C) shall be amended to read "The FSMC's Management Fee (FSMC's profit) for August/September – June is: \$\_\_\_\_\_ per month for ten (10) months. Fee Total: \$\_\_\_\_\_ (Per calculation below based on the agreed upon percentage not to exceed the March 20XX Consumer Price Index (CPI) – Food Away From Home, Northeast Urban X.X%)".

		Mana	agement Fee	
20xx-xx Fee	CPI%	Fee Increase	20xx-xx Fee	Fee Per Month for 10 Months

 Section 12.11 (D) shall be amended to read "The FSMC's Administrative Fee (FSMC's profit) for August/September – June is: \$\_\_\_\_\_\_ per month for ten (10) months. Fee Total: \$\_\_\_\_\_\_ (Per calculation below based on the agreed upon percentage not to exceed the March 20XX Consumer Price Index (CPI) – Food Away From Home, Northeast Urban X.X%)".

Administrative Fee					
20xx-xx Fee         CPI%         Fee Increase         20xx-xx Fee         Fee Per Month for 1					

The following functions are the FSMC's responsibility and will be included in such fees:

- Corporate supervision;
- Financial reporting and analysis;
- Field auditing;
- Marketing assistance; and
- Purchasing administration.

This renewal amendment is effective July 1, 20XX, provided both parties execute this renewal by June 30, 20XX. If this renewal amendment is executed after June 30, 20XX, the effective date will be the date this document is fully executed.

Signature of Food Service Management Company's Authorized Representative	Title	Date
Printed Name of Food Service Management Company's Authorized Representative		
Signature of School Food Authority's Authorized Representative	Title	Date

Printed Name of School Food Authority's Authorized Representative

Exhibit: P

USDA Food Ordered for SY 2019-2020

Item description	Item pack	Item size	Allocated Qty	Anticipated Inventory
CORN WHOLE KERNEL FRZ	12	2.5 LB	21	0
STRAWBERRY FRZ CTN	1	30 LB	15	0
VEG PEPPER AND ONION BLEND FRZ	1	30 LB	2	0
APPLE SAUCE UNSWEETENED	6	#10	89	5
APPLESAUCE UNSWEETENED CUPS 4.5 OZA 4.5Z	96	4.5 OZ	110	15
BEEF PATTY 90/10 100% BEEF 2.8 OZ FRZ	1	40 LB	53	0
SALSA TOMATO LS POUCH 106 OZ	6	106 OZ	17	0
VEGT GARBANZO BEANS	6	#10	15	0
BLUEBERRIES WILD UNSWEETENED FRZ	8	3 LB	3	0
PEACHES FREESTONE SLICED 12/2 LB FRZ	12	2 LB	17	0
BEEF CRUMBLE FRZ	1	40 LB	112	15
CHICKEN STRIPS FAJITA FC	1	30 LB	47	5
CHICKEN MEAT DICED FRZ	1	40 LB	40	5
CHEESE MOZZARELLA SHREDDED LITE	6	5LB	8	0

Rocky Hill USDA 2019-2020

## LEGAL NOTICE ROCKY HILL PUBLIC SCHOOLS REQUEST FOR PROPOSALS FOOD SERVICE MANAGEMENT

ROCKY HILL PUBLIC SCHOOLS is accepting proposals for a FOOD SERVICE MANAGEMENT CONTRACT until March 25, 2020 at 10:00 A.M. At this time proposals will be opened in the offices of the Board of Education, Town Hall, Room 231, 761 Old Main Street, Rocky Hill, CT. 06067.

All proposals must be clearly marked on the envelope: "FOOD SERVICES PROPOSAL – MARCH 25, 2020, 10:00 A.M.", and delivered to the above address attention of Charles O. Zettergren, Assistant Superintendent for Finance and Operations. Any proposals not in hand by the due date and time will be disqualified.

A mandatory pre-bid conference will be held on Thursday, February 20, 2020 at 2:00 P.M. at Rocky Hill High School located at 50 Chapin Avenue, Rocky Hill, CT 06067.

RFP packets will be available on our website at <u>www.rockyhillps.com</u> or may requested by sending an email to <u>zettergrenc@rockyhillps.com</u>.

Dated in Rocky Hill, Connecticut, this 7th day of February, 2020.

Charles O. Zettergren Assistant Superintendent for Finance and Operations Rocky Hill Public Schools